

## IN THE DISTRICT COURT OF SCOTTS BLUFF COUNTY, NEBRASKA

KCAS, LLC, a Wyoming Limited Liability Company,

Plaintiffs,

vs.

NASH-FINCH CO., a Delaware Limited Liability Company,

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT**

Plaintiff for its cause of action against the Defendant states and alleges as follows:

1. Plaintiff is a limited liability company organized and existing under the laws of the State of Wyoming.

2. Defendant is a Delaware limited liability company.

3. At all relevant times Defendant owned and operated a gas station and convenience store located at 121 W. 27<sup>th</sup> Street, Scottsbluff, Scotts Bluff County, Nebraska.

4. At all relevant times the real estate upon which the convenience store operated was owned by ABSRM Investor, LLC.

5. Between August of 2014 and January of 2015 Plaintiff and Defendant engaged in negotiation for the purchase of personal property assets owned by Defendant and which were located and/or utilized at the convenience store and a sublease for the property owned ABSRM Investor, LLC.

6. During the course of the negotiation Defendant agreed to sublease the real estate to Plaintiff for \$1,856.45 per month.

7. Plaintiff and Defendant agreed that Plaintiff would purchase the assets, equipment and inventory located at the convenience store for \$2,500.00 plus the value of inventory on the day of closing.

8. Closing the transaction between Plaintiff and Defendant was to occur in the last two weeks of February, 2015.

**EXHIBIT**  
**A**

9. Plaintiff provided all information and met all prerequisites required by Defendant for completion and execution of the agreements entered into between Plaintiff and Defendant.

10. On June 17, 2015, Defendant, through its agent informed Plaintiff that Defendant intended to go "in a different direction".

**FIRST CAUSE OF ACTION**

11. Plaintiff incorporates 1 through 10 above as if fully set forth herein.

12. Defendant breached its agreement to sublease the convenience store to Plaintiff.

13. As a direct and proximate result of Defendant's breach Plaintiff has been damaged in an amount equal to the anticipated revenue which could have been generated by Plaintiff for the sale of fuel and merchandise less the cost of operation of the business. Based upon Plaintiff's years of experience in the industry Plaintiff's net profit per month would have been approximately \$17,000 to \$20,000 per month.

**SECOND CAUSE OF ACTION**

14. Plaintiff incorporates 1 through 13 as if fully set forth herein.

15. Defendant breached the asset purchase agreement entered into between Plaintiff and Defendant. As a direct and proximate result of Defendant's breach Plaintiff has been damaged in an amount to be proven at trial but no less than \$150,000.00.

**WHEREFORE**, Plaintiff prays for judgment against the Defendant in an amount to be proven at trial on Plaintiff's first cause of action and for an amount to be proven at trial on Plaintiff's second cause of action, for costs of this action and attorney fees as allowed by law.

DATED: October 12, 2017.

**KCAS, LLC, Plaintiff**

By: /s/ Andrew W. Snyder

---

Andrew W. Snyder, NSBA #20611  
CHALOUPKA, HOLYoke, SNYDER,  
CHALOUPKA & LONGORIA, PC, LLO  
1714 Second Avenue  
Post Office Box 2424  
Scottsbluff, NE 69361  
Telephone: (308) 635-5000  
Facsimile: (308) 635-8000  
E-mail: [aws@chhsclaw.net](mailto:aws@chhsclaw.net)

## IN THE DISTRICT COURT OF SCOTTS BLUFF COUNTY, NEBRASKA

**KCAS, LLC, a Wyoming Limited Liability Company,**

Case No. \_\_\_\_\_

Plaintiffs,

**PRAECIPE**

vs.

**NASH-FINCH COMPANY., a Delaware Limited Liability Company,**

Defendant.

TO THE CLERK OF THE COURT:

Please prepare summons as follows:

NAME AND ADDRESS OF  
PARTY TO BE SERVED:

MANNER OF SERVICE:

NASH-FINCH COMPANY  
c/o CSC-LAWYERS INCORPORATION SERVICE  
SUITE 1900  
233 SOUTH 13<sup>TH</sup> STREET  
LINCOLN, NE 68508

Personal

Please issue a Summons for service by U.S. Certified Mail. Please attach a copy of the Complaint to the Summons.

**KCAS, LLC, Plaintiff**

By: /s/ Andrew W. Snyder

Andrew W. Snyder, NSBA #20611  
CHALOUPKA, HOLYoke, SNYDER,  
CHALOUPKA & LONGORIA, PC, LLO  
1714 Second Avenue  
Post Office Box 2424  
Scottsbluff, NE 69361  
Telephone: (308) 635-5000  
Facsimile: (308) 635-8000  
E-mail: [aws@chhsclaw.net](mailto:aws@chhsclaw.net)

Image ID:  
D00070122D21

## SUMMONS

Doc. No. 70122

IN THE DISTRICT COURT OF Scotts Bluff COUNTY, NEBRASKA  
 Scotts Bluff County Courthouse  
 P.O. Box 47  
 Gering NE 69341 0047

KCAS, LLC v. Nash-Finch Co.

Case ID: CI 17 574

TO: Nash-Finch Co.

## FILED BY

Clerk of the Scotts Bluff District Court  
10/12/2017

You have been sued by the following plaintiff(s):

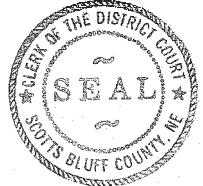
KCAS, LLC

Plaintiff's Attorney: Andrew Snyder  
 Address: 1714 Second Avenue  
 P.O. Box 2424  
 Scottsbluff, NE 69363-2424  
 Telephone: (308) 635-5000

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 12, 2017

BY THE COURT:

  
 Clerk


## PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Nash-Finch Co.  
 Suite 1900  
 233 South 13th Street  
 Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**SERVICE RETURN**

Doc. No. 70122

SCOTTS BLUFF DISTRICT COURT  
 Scotts Bluff County Courthouse  
 P.O. Box 47  
 Gering NE 69341 0047

To:

Case ID: CI 17 574 KCAS, LLC v. Nash-Finch Co.

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL  
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_

At the following address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.  
 \_\_\_\_\_  
 \_\_\_\_\_

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: Nash-Finch Co.  
 Suite 1900  
 233 South 13th Street  
 Lincoln, NE 68508

From: Andrew Snyder  
 1714 Second Avenue  
 P.O. Box 2424  
 Scottsbluff, NE 69363-2424

**ATTACH RETURN RECEIPT & RETURN TO COURT**

## SERVICE RETURN

SCOTTS BLUFF DISTRICT COURT  
Scotts Bluff County Courthouse  
P.O. Box 47  
Gering NE 69341 0047

To:  
Case ID: CI 17 574 KCAS, LLC v. Nash-Finch Co.

I hereby certify that on

ed copies of the Summons

## SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Nash-Finch Co.  
Suite 1900  
233 South 13<sup>th</sup> Street  
Lincoln, NE 68508



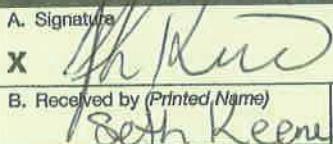
9590 9402 2390 6249 2879 45

## 2. Article Number (Transfer from service label)

7016 1970 0000 6977 4000

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

  
Beth Keene

Agent

Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



## 3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

## Domestic Return Receipt

(Sheriff or authorized person)

### CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,  
TO THE PARTY: Nash-Finch Co.

At the following address: Suite 1900, 233 South 13th Street  
Lincoln, NE 68508

on the 12th day of October 2017, as required by Nebraska state law.

Postage \$ 6.59 Attorney for: Plaintiff

The return receipt for mailing to the party was signed on October 16, 2017.

To: Nash-Finch Co.  
Suite 1900  
233 South 13th Street  
Lincoln, NE 68508

From: Andrew Snyder  
1714 Second Avenue  
P.O. Box 2424  
Scottsbluff, NE 69363-2424

**ATTACH RETURN RECEIPT & RETURN TO COURT**

## Certificate of Service

I hereby certify that on Wednesday, October 25, 2017 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

Nash-Finch Co. service method: No Service

Signature: /s/ Snyder, Andrew, W, (Bar Number: 20611)